

**EXHIBIT 2**

1 SANDRA GUZMAN-10/13/11

2 A. Where does to say that?

3 Q. The beginning of paragraph two, the  
4 term of the agreement is from July 7, '03 to  
5 July 6, '05, right?

6 A. Right.

7 Q. And this agreement was not renewed,  
8 correct?

9 A. I didn't sign another agreement.

10 Q. And the agreement says that in that  
11 paragraph, any continued employment with the  
12 company will be on terms determined by the  
13 company. And it will be at will of no fixed  
14 term and may be terminated at any time by  
15 either you or the company with or without  
16 notice or any other no reason. Right?

17 A. Yes.

18 Q. So, after July 26, 2005, you became  
19 an at-will employment -- at will-employee of  
20 The Post right?

21 A. Right.

22 Q. Did Lachlan Murdoch tell you that  
23 one of the reasons that you would be hired was  
24 to increase readership among minorities and  
25 Hispanics?

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2 A. Yes.

3 Q. You weren't an employee -- you were  
4 an employee of The New York Post and NYP  
5 Holdings right?

6 A. And News Corp.

7 Q. You weren't an employee of News  
8 Corp., were you?

9 A. I was because I served on  
10 committees and I frequently interacted with  
11 News Corp. employees. We -- I mentioned the  
12 two committees that I worked on, the Cool  
13 Change and I worked on the Hispanic Diversity  
14 Counsel. And I helped with the editing of  
15 community newspapers that were owned by News  
16 Corp.

17 So, I considered my employment also  
18 with News Corp.

19 Q. But your employment agreement  
20 states that your agreement is between NYP  
21 Holdings and Sandra Guzman, right?

22 A. Yes.

23 Q. And your supervisors were  
24 Mr. Robinowitz and Mr. Allan?

25 A. Yes.

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2 Q. New York Post employees, right?

3 A. Yes.

4 Q. And determination of your  
5 termination was made by New York Post  
6 employees, right?

7 A. As far as I understand, yes.

8 Q. And your paycheck was The New York  
9 Post, right?

10 A. NYP Holdings.

11 Q. Were you ever paid by News Corp.?

12 A. I don't believe so, no.

13 Q. And your annual reviews were  
14 conducted by your supervisors at The Post,  
15 right?

16 A. Yes.

17 Q. And you sat your office was located  
18 and on the premises of The New York Post  
19 offices right?

20 A. Yes.

21 Q. Several months after you started --  
22 withdrawn.

23 You testified earlier about Rick  
24 Ramirez, a gentleman that works out of  
25 California, right?

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2 A. Right.

3 Q. I believe you testified he's an  
4 attorney?

5 A. Yes.

6 Q. Did you know that Mr. Ramirez's  
7 position at 20th Century Fox was as an  
8 employee and his title was VP of marketing?

9 A. Yes, he's an attorney.

10 Q. Is he functioning as an attorney  
11 for the 20th Century Fox or was it as VP of  
12 marketing?

13 A. He wasn't an attorney for the  
14 company, but an attorney who was functioning  
15 in a marketing capacity.

16 Q. So, he's -- he wasn't working as a  
17 lawyer?

18 A. For the paper?

19 Q. Correct.

20 A. But, he is a lawyer. So, he wasn't  
21 working for News Corp. as an attorney, but he  
22 is an attorney.

23 Q. Does he work at all as an attorney  
24 or is he full-time -- does he have full-time  
25 job employment at 20th Century Fox as a VP of